



EASTERN KENTUCKY UNIVERSITY

Serving Kentuckians Since 1906

Office of Finance & Administration
Division of Capital Construction
& Project Administration

Commonwealth 1410
521 Lancaster Avenue
Richmond, KY 40475-3102
(859) 622-8797

AGREEMENT FOR SUBSURFACE INVESTIGATIONS

THIS AGREEMENT made and entered into this 1st day of July, 2017 by and Eastern Kentucky University, as represented by the Division of Capital Construction and Project Administration, hereinafter referred to as the 'Owner' or as the 'University' and _____, hereinafter referred to as the "Engineer".

WITNESSETH THAT WHEREAS the Owner desires to avail itself of the services of a Geological or Civil Engineer particularly versed and experienced in investigation and evaluating subsurface conditions, and

WHEREAS, The Engineer is licensed as an Geological or Civil Engineer pursuant to KRS Chapter 322, and is experienced and proficient in investigating and evaluating subsurface conditions, or is a firm employing such a Geological or Civil Engineer experienced in this work (in which case the firms referred to hereinafter as an individual), and is therefore qualified to perform the required services. All professional services by this contract shall be performed by the engineer or bonafide employee and shall not be subcontracted.

NOW, THEREFORE, the Owner and the Engineers, for the consideration hereinafter named, agree as follows:

ARTICLE I – THE ENGINEERING SERVICES:

The Engineer's services may consist of any or all of the following:

1. Making preliminary studies of subsurface conditions at proposed construction sites.
2. Making field inspections of proposed construction sites.
3. Planning, surveying, organizing and executing subsurface drilling programs (augering, drilling sampling and testing of soil and rock).
4. Evaluating foundation conditions.
5. Preparation of written reports with necessary drawings, giving specific recommendations as to load bearing capacity of the soils and rock strata for foundations, and/or characteristics of the soils affecting its removal (Removable mechanically or requiring blasting).
6. Other administrative services, including attendance at meetings.

ARTICLE II – FEES AND OTHER PAYMENTS:

A. For services rendered by the Engineer pursuant to this Agreement, the University will make payments to the Engineer on the basis of hourly rates plus reimbursements, in accordance with the following schedule of rates:

1. Payment for Personal Services:

Principal of Firm/Professional	\$ 125.00 per hr
Project Engineer/Geologist	\$100.00 per hr

Sr. Project Manager	\$75.00 per hr
Graduate Engineer/Geologist	\$ 60.00 per hr
CAD Technician/Draftsperson	\$60.00 per hr
Engineering Technician	\$ 50.00 per hr
Word Processing/Clerical	\$40.00 per hr
Truck Driver (If Not in Engineer's Employ)	Actual Cost

2. Payments for Drilling, Augering, Sampling and Testing

(a) ROCK CORE DRILLING ASTM D 2113

1. NX Diamond Bit (2-1/8" diameter core) \$27.00 per ft.

(b) Soil Augering and Sampling:

1. Mechanical Power Auger Sounding \$8.00 per ft.
2. Soil Profile Auger Boring (Hand Auger Boring) \$8.50 per ft
3. Hollow-Stem Auger Boring 0' to 50' depth \$9.00 per ft.
50' to 100' depth \$11.00 per ft.
4. Standard Tube Penetration Test (Jar Sample included) ASTM D 1586-67 \$20.00 per test
5. Undisturbed Soil Sampling (Shelby Tube) ASTM D 1587-67
 - (a) 3" diameter, thin walled 0' to 50' depth \$60.00 per test
50' to 100' depth \$75.00 per test

(c) Soils Testing

1. Nature Moisture Content

ASTM D 2216-66	0' to 11' depth	\$9.50 per test
	12' and above	\$8.50 per test
2. Unit Weight Laboratory (tube push, moisture content density)

	\$ 60.00 per test
	\$55.00 per test - 6 or more
3. Atterberg Limits (LL, PL & PI)

(a) Liquid Limit ASTM D 423-66	\$ 35.00 per test
(b) Plastic Limit ASTM D 424-59	\$35.00 per test
4. Unconfined Compression with Stress Strain Curves ASTM D 2166-66

(a) Undisturbed Specimen 2½ or 3"	\$60.00 per test
(b) Rock Core Specimen	\$80.00 per test
5. Vane Shear Strength (Laboratory Hand Torvane) \$25.00 per test
6. Sieve Analysis (200 with wash) \$60.00 per test
7. Sieve and Hydrometer (Grain Size) \$100.00 per test

	Analysis ASTM D 422-63	
8.	Specify Gravity ASTM D 854-58	\$68.00 per test
9.	Laboratory CBR STM D 1883-67	\$220.00 per test
10.	Moisture Density (Proctor 5 Point)	
	(a) Standard Proctor (ASTM D 698-58)	\$165.00 per test
	(b) Modified AASHO (AASHO T 99-49)	\$175.00 per test
11.	Triaxial Compression Shear Strength	
	(a) Unconsolidated Undrained (without Pore Pressure Measurement)	\$140.00 per point
	(b) Consolidated Undrained (with Pore Pressure Measurement)	\$310.00 per point
15.	Permeability Test	
	(a) Constant Head	\$125.00 per test
	(b) Falling Head	\$150.00 per test
3.	<u>Reimbursements and Special Payments:</u>	
	Use of nuclear density equipment and Operator, for measuring density and Moisture content of materials in place	\$30.00 per day Engineering Technician Rates Apply
	Drill Support/Water Truck	\$1.00 per mile
	Truck-Mounted Drilling Rig or Skid Rig	\$3.50 per mile
	Other Expenses as Determined/approved by Department A/E (work not approved if under another Master Agreement)	Actual Cost (back up receipt required)
	ATV Drill Rig	\$250.00 Per Day
	ATV Mobilization	\$3.50/mile
	Stand pipe Piezometer (Well screen/riser pipe/sand backfill/betonite fill)	\$14.00/foot
	Grouting Drill Hole (Betonite grout mixture)	<u>\$7.00/foot</u>

B. CONDITIONS:

1. There shall be no additional charge for overhead, profit or overtime.
2. The Engineer is expected to use employee appropriate for the job. If employee with higher qualifications than required is used, the rate of pay shall be that appropriate for the job rather than the rates the employee might be entitled to for work requiring their additional qualifications.
3. Relative to portal to portal pay travel expenses, the following conditions shall prevail:
 - (a) Payment may be requested for actual time spent on behalf of the University at the contract per diem hourly rates.
 - (b) Mileage shall not be claimed.

ARTICLE III – RECORDS AND PAYMENTS:

- A. The Engineer shall keep an accurate record of time and expense on each project, and such records shall be accessible to the University for examination upon request.
- B. Within thirty (30) days after completion of a project, the Engineer shall render an itemized invoice on the standard invoice and receiving report form of the University. After same has been audited and approved, it will be processed for payment in routine manner and form, as prescribed for payment of University obligations.

ARTICLE IV – TENURE OF CONTRACT AND TERMINATION RIGHTS:

- A. Contract shall begin upon award of contract and end June 30 of each year with annual renewals thereafter subject to cancellation by the Owner.
- B. No adjustment in the contract unit fees will be permitted.
- C. Pursuant to 200 KAR 5:312, the Owner may terminate this Agreement when, in the opinion of the Owner, the A/E is in breach of any of the terms and conditions of this Agreement.

The Owner shall also have the right to terminate this Agreement for its own convenience as authorized under KAR 5:312.

ARTICLE V – AGREEMENTS AND UNDERSTANDINGS:

- A. It shall be understood and agreed that not any contract or agreement will be effective and binding against the Owner until the unit Price Contract has been approved and issued by Eastern Kentucky University and one (1) copy of the Agreement filed with the Legislative Research Commission, with each such copy being accompanied by documentation of the need for such service.
- B. The Engineer hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- C. The Engineer acknowledges and understands that no payment may be made under this agreement before completion of the procedure provided for by KRS 45A.695 unless and until alternate actions occur as set out in KRS 45A.695(7).
- D. It shall not be construed that any legal or financial responsibility is constituted on behalf of the Owner by the contract unless the Owner directs the engineer, in writing, to perform services as hereinbefore outlined in this agreement.
- E. The Engineer agrees to commence services, when directed by the Owner upon a prompt and reasonable date and complete same at the earliest possible time.
- F. All reports, drawing plats and surveys, as instruments of services shall be the property of the Owner.
- G. It is agreed by and between the parties hereto that the Engineer will observe the rules of Eastern Kentucky University and will not solicit or employ University employees in conjunction with his work under this contract without the approval of the Owner and the head of the department in which the employee is employed. The Owner and the Engineer hereby agree to the performance of the covenants contained herein.
- H. **MINIMUM INSURANCE REQUIREMENTS:** The Architect shall maintain the following or equivalent insurance policies at no less than the limits shown below and cause its sub consultants to maintain similar insurance with limits acceptable to the University:

COVERAGE	LIMITS
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Professional Liability	\$1 million per claim, \$2 million aggregate
General Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's liability	\$ 500,000.00

The policies above shall contain the following conditions:

1. The University shall be named as an additional insured in the Engineer's general liability policy.
2. The Engineer's general liability shall be primary to any insurance or self-insurance retained by the Commonwealth.
3. The University shall be provided at least thirty (30) days notice in the event any of the required policies are canceled or non-renewed.
4. Professional Liability (Errors and Omission) policies shall be maintained for a minimum of three (3) years beyond the completion date of the project, to the extent commercially available. If not commercially available, the Engineer shall notify the Owner and obtain similar insurance that is commercially available and acceptable to the University.
5. A copy of the certificate of insurance shall be provided by the Engineer to the Owner upon execution of this Contract.

Said coverage shall be written by insurers acceptable to the Owner and shall be in a form acceptable to the Owner. Additional Insurance coverage and amounts required, if any, are stated below:

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- I. By signature, the Engineer certifies a legal entitlement to enter into the subject contract with Eastern Kentucky University, and by holding and performing this contract will not be violating either any conflict of interest statute KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.001 through KRS 11A.990 of the Executive Branch Code of Ethics, relating to the employment of former public servants
 - J. Indemnity: The Engineer shall indemnify and hold harmless the Owner from and against all liability, claims, loss, costs and expense, including defense costs, arising out of, or resulting from, the negligent acts, errors, or omissions of the Engineer and its sub consultants under this Contract. In the event the Owner is alleged to be liable on account of negligent acts or omissions, or both, of the Engineer, the Engineer shall defend such allegations and the Engineer shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses.
 - K. CHOICE OF LAW: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

200 KAR 5:314. Disclosure of contractor's financial records and information to certain governmental entities.

RELATES TO: KRS Chapter 45A

STATUTORY AUTHORITY: KRS 45A.035(2)(h)

NECESSITY, FUNCTION, AND CONFORMITY: KRS 45A.035(2)(h) authorizes the Secretary of the Finance and Administration Cabinet to promulgate this administrative regulation to govern confidentiality of technical data and trade secrets information submitted by actual or prospective bidders or offerors. This administrative regulation establishes requirements which allow governmental oversight agencies to obtain access to the financial data of state contractors.

Section 1. All state contracts, as defined in KRS 45A.030(7), shall contain the following language: "The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents,

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

VENDOR STATEMENT OF NON-CONFLICT OF INTEREST

PROJECT: _____

Purchase Order No: _____

I HEREBY CERTIFY, IN RELATION TO THE ABOVE LISTED PROJECT:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation). "Bidder" shall be used interchangeably with "person providing quote" based on whether a bid or phone quote, respectively, is being solicited.

2. That the bidder, or person providing an oral quote, is legally entitled to enter into the contract with the Commonwealth of Kentucky and its agency, Eastern Kentucky University, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.455 or KRS 164.390.

3. That the bidder acknowledges a certificate of insurance is on file with ECU Facilities Services office and that it is current and will remain current for the extent of this project.

4. Eastern Kentucky University is a tobacco-free campus. In an effort to create a healthy and beautiful campus environment for ECU faculty, staff, students, and visitors, ECU has implemented a tobacco-free policy as of June 1, 2014. The use of all tobacco is prohibited on all property that is owned, leased, occupied, or controlled by the University. The policy includes all forms of tobacco, including, but not limited to, cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes, bidis, clove cigarettes and smokeless tobacco products (snuff, chewing tobacco, and dipping tobacco).

For more on this information, please visit www.tobaccofree.eku.edu.

SIGNED BY: _____ TITLE: _____

FIRM: _____ TELEPHONE NO: _____

ADDRESS: _____ DATE: _____

CITY: _____ STATE: _____ ZIP: _____

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: _____